

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket HWCA: P3-03/04-002
)	
Olin Hunt Specialty Products)	
4221-4225, 4265 Charter Street)	CORRECTIVE ACTION
Vernon, California 90058)	CONSENT AGREEMENT
)	
Respondent:)	
)	
Olin Corporation)	Health and Safety Code
1186 Lower River Road)	Section 25187
Charleston, TN 37310)	
_____)	

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Olin Corporation (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code section 25187, which authorizes DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. DTSC and Respondent enter into this Consent Agreement as a compromise and settlement of disputed claims contained in the Enforcement Order for Corrective Action issued by DTSC against Respondent on June 28, 2002 (Enforcement Order), and for the purposes of avoiding the expense of litigation and furthering the public interest.

1.3. By signing this Consent Agreement, Respondent agrees to promptly carry out the actions described below. Respondent further agrees to waive any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.

1.4. Respondent denies the allegations in the Enforcement Order. Nothing in this Consent Agreement shall be deemed an admission of any liability whatsoever by Respondent.

1.5. Respondent was the owner and operator of a hazardous waste facility located at 4221-4225 and 4265 Charter

Street, Vernon, California 90058 (Facility) from 1963 to 1984.

1.6. The Facility engaged in the management of hazardous waste pursuant to a hazardous waste facility permit issued by the Department of Health Services, which was DTSC's predecessor agency. The authorization to operate the Facility as a hazardous waste facility ended on August 19, 1993.

1.7. The terms used in this Consent Agreement are as defined in California Code of Regulations, title 22, section 66260.10, except as otherwise provided.

1.8. Respondent agrees to implement all DTSC-approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference. Nothing in this Consent Agreement, however, shall be construed to obligate Respondent to undertake such obligations in the event of a "Force Majeure" beyond Respondent's control (including but not limited to Respondent's contractors, subcontractors, agents or consultants) that causes Respondent to be unable to perform its obligations under this Consent Agreement despite its good faith efforts to fulfill such obligations.

1.9. This Consent Agreement shall constitute full settlement between DTSC and Respondent with regard to the Enforcement Order for Corrective Action, Docket No. HWCA P3-01/02-15, issued by DTSC on June 28, 2002.

FINDINGS OF FACT

2.1. As part of the United States Environmental Protection Agency's (U.S. EPA) Environmental Priorities Initiative (EPI) Program, U.S. EPA completed a Preliminary Assessment (PA) of the Facility on October 20, 1990. The PA identified three principal areas of concern (AOCs).

2.2. On August 19, 1993, DTSC acknowledged Respondent's closure certification for the closure of the Hazardous Waste Storage Area located at 4265 Charter Street performed by Respondent pursuant to a Consent Agreement and Order, Docket No. HWCA 90/91-0003, between DTSC and Respondent dated September 23, 1992. Respondent was also required to and did conduct closure of underground storage tanks located at 4221-4225 Charter Street under the oversight of the City of Vernon. The closure was approved by the City of Vernon on January 6, 1993, with copies of reports submitted to DTSC.

2.3. Solid waste management units (SWMUs) and AOCs were identified in DTSC's review of the Facility's closure activities dated August 1994 and the additional Soil Investigation Report. Based on the information available, DTSC has determined that there has or may have been a release

of hazardous waste or hazardous waste constituents into the environment from the SWMUs and AOCs listed in Tables 1 and 2 below:

**TABLE 1
SOLID WASTE MANAGEMENT UNITS
OLIN HUNT SPECIALTY PRODUCTS, INC.
VERNON, CALIFORNIA**

Unit	Unit Name	Unit Description
1	Waste Water Treatment Unit Tank No. 1 (Clarifier)	[Located at 4221/4225 Charter Street] Consists of a four-compartment 3,000-gallon clarifier-underground storage tank and associated piping
2	Tank No. 2 (Reaction/Settling Tank)	[Located at 4221/4225 Charter Street] Consists of a dual-compartment 750-gallon Reaction/Settling underground storage tank and associated piping
3	Waste Water Treatment Unit Tank No. 3 (Retention Tank)	[Located at 4221/4225 Charter Street] Consists of a 1,300-gallon Retention underground storage tank and associated piping
4	Waste Water Treatment Unit (Lift Station)	[Located at 4221/4225 Charter Street] Consists of a lift station and associated piping
5	Waste Water Treatment Unit (Sampling and Flow Meter Box)	[Located at 4221/4225 Charter Street] Consists of a sampling and flow meter box and associated piping
6	Aluminum Sulfate Storage Tank	(Located at 4221/4225 Charter Street) Consists of a 6,000-gallon aluminum sulphate (alum) underground storage tank and associated piping situated below the floor of the truck dock
7	Ferric Chloride Production Sump	(Located at 4221/4225 Charter Street) Consists of a below-grade brick-lined concrete sump and associated piping

8	Drum Storage Area	(Located at 4265 Charter Street) Asphalt-surfaced, unsheltered, unbermed, 1000-drum capacity. In 1993, DTSC acknowledged the closure certification for closure of the Drum Storage Area.
9	Photo Manufacturing and OC Laboratory Waste-water Clarifier (Photo Sewer Clarifier)	(Located at 4221/4225 Charter Street) Consists of an underground clarifier and associated piping
10	Alkaline Etchant Manufacturing Waste-water Clarifier (Ammonia Clarifier)	(Located at 4221/4225 Charter Street) Consists of an underground clarifier and associated piping which accepted alkaline etchant manufacturing area waste water and run-off from the dock area
11	Interceptor Pit (Clarifier)	(Located at 4221/4225 Charter Street) Consists of an underground clarifier and associated piping which received discharge from floor drains

**TABLE 2
AREAS OF CONCERN
OLIN HUNT SPECIALTY PRODUCTS, INC.
VERNON, CALIFORNIA**

Unit	Unit Name	Unit Description
1	Toner Collection (Holding) Trenches	(Located at 4221/4225 Charter Street) Consists of trenches to collect spillage from the processing and packaging operations and wash-down from the processing equipment
2	Truck-wash Trench	(Located at 4221/4225 Charter Street) Consists of a trench-drain and associated piping
3	Building Floor-drain System	(Located at 4221/4225 Charter Street) Consists of floor drains and associated piping

4	Recovery Pit Trench Drain	(Located at 4221/4225 Charter Street) Consists of trench drain and associated piping
5	"Active" Sewer line	(Located at 4221/4225 Charter Street) Consists of sewer line from clarifier to main street sewer line

2.4. Based on the information available, including the PA, DTSC concludes that further investigation is needed to ascertain whether a release of hazardous waste or hazardous waste constituents has occurred and to determine the nature and extent of such release, if any, in the SWMUs and AOCs listed above in Tables 1 and 2.

2.5. Hazardous waste or hazardous waste constituents may have migrated or may migrate from the Facility into the environment through soil, surface water, ground water, and air pathways.

2.6. The Facility manufactured three principal products: ammonia-based alkaline etchant for the circuit board manufacturing industry; ferric chloride-based etchant for the circuit board and chemical milling industries; and liquid toners for copy machines. These products were stored at and distributed from the Facility. The hazardous waste and hazardous waste constituents at the Facility may include but are not limited to: Chromic and sulfuric acid, ammonium chloride, ammonium hydroxide (aqua ammonia), copper, lead, nickel, trivalent and hexavalent chromium, ferric chloride, and liquid toners. Other constituents at the Facility include inorganic and organic compounds such as solvents for parts-cleaning.

2.7 The Facility is bounded on the south by Charter Street, on the north by Union Pacific Railroad, on the east and west by industrial sites. The Facility is located in the Coastal Plain of the Los Angeles County Basin. A shallow "semi-perched" aquifer, the Gaspur Aquifer, and the underlying Exposition and Gardena Aquifers are reportedly interconnected within one mile of the Facility, and therefore, any contaminants discharged through the vadose zone into the semi-perched aquifer might migrate into the lower aquifer units. The June 13, 1994, Basin Plan of the Los Angeles Regional Water Quality Control Board indicates that the ground water in the Exposition and Gardena Aquifers beneath the Facility is beneficial for municipal uses.

2.8 Releases from the Facility may have migrated through the vadose zone toward air, surface soil and/or ground water since some of the contaminants identified in the previous sampling are mobile in gas or dissolved-phases.

PROJECT COORDINATOR

3. Within 14 days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven days prior written notice.

WORK TO BE PERFORMED

4. Respondent agrees to perform the work required by this Consent Agreement in accordance with the applicable state and federal laws, their implementing regulations, and the applicable DTSC and the United States Environmental Protection Agency guidance documents. Applicable guidance documents may include, but are not limited to, the "RCRA Corrective Action Interim Measures Guidance" (Interim Final, 1988, OSWER Directive No. 9902.4), "RCRA Facility Investigation (RFI) Guidance" (Interim Final, May 1989, EPA 530/SW-89-031), "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September 1986), "Test Methods for Evaluating Solid Waste" (SW-846), "RCRA Corrective Action Plan" (Interim Final, 1988, EPA/530-SW-88-028), "Construction Quality Assurance for Hazardous Waste Land Disposal Facilities" (EPA 530/SW-85-031, July 1986), "Air/Superfund National Technical Guidance Series, Volume IV - Guidance for Ambient Air Monitoring at Superfund Sites (revised)" (1993, EPA-4511R-93-007), and "Quality Assurance Handbook for Air Pollution Measurement Systems: Volume IV, Meteorological Measurements" (1989, EPA/600/4-901003).

INTERIM MEASURES (IM)

5. If necessary, Respondent shall conduct interim measures (IM) whenever possible to control or abate immediate threats to human health and/or the environment, and to prevent and/or minimize the spread of contaminants while long-term corrective action alternatives are being evaluated.

RCRA FACILITY INVESTIGATION (RFI)

6.1. Within 60 days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a Current Conditions Report. The Current Conditions Report shall assess the need for any IMs for the Facility.

6.2. Respondent may divide the RCRA Facility Investigation (RFI) into phases. If Respondent chooses to do so, Respondent shall, within 60 days of the effective date of this Consent Agreement, submit to DTSC a proposed plan, rationale and schedule for conducting the phased RFI and for submitting the various phases of the RFI Workplans, together with the Phase I RFI Workplan. If Respondent chooses to conduct the RFI without the phrased approach, Respondent shall, within 90 days of the effective date of this Consent Agreement, submit to DTSC a complete RFI Workplan. The RFI Workplan(s) shall address various environmental media including soil, pore-gas, indoor air and groundwater.

6.3. The Current Conditions Report and RFI Workplan(s) are subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation contained in Attachment 1. DTSC will review the Current Conditions Report and RFI Workplan(s) and notify Respondent in writing of DTSC's approval, approval with conditions or disapproval.

6.4. The RFI Workplan(s) shall detail the methodology to: (1) gather data needed to make decisions on interim measures/ stabilization during the early phases of the RCRA Facility Investigation; (2) identify and characterize all sources of contamination, if any; (3) define the nature and extent of contamination; (4) define the rate of movement and direction of contamination flow; (5) characterize the potential pathways of contaminant migration; (6) identify actual or potential human and/or ecological receptors; and (7) support development of alternatives from which a corrective measure will be selected by DTSC. A specific schedule for implementation of all activities shall be included in the RFI Workplan(s).

6.5. Respondent shall submit a RFI Report to DTSC for approval in accordance with DTSC-approved RFI Workplan schedule. The RFI Report shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation contained in Attachment 1. If there is a phased investigation, separate RFI Reports and a report that summarizes the findings from all phases of the RFI must be submitted to DTSC. DTSC will review the RFI Report(s) and notify Respondent in writing of DTSC's approval, approval with conditions or disapproval.

6.6. Concurrent with the submission of a RFI Workplan, Respondent shall submit to DTSC a Health and Safety

Plan in accordance with Attachment 2. If Workplans for both an IM and RFI are required by this Consent Agreement, Respondent may submit a single Health and Safety Plan that addresses the combined IM and RFI activities.

6.7. Respondent shall submit a RFI Summary Fact Sheet to DTSC that summarizes the findings from all phases of the RFI. The RFI Summary Fact Sheet shall be submitted to DTSC in accordance with the schedule contained in the approved RFI Workplan. DTSC will review the RFI Summary Fact Sheet and notify Respondent in writing of DTSC's approval, approval with conditions or disapproval, including any comments and/or modifications. When DTSC approves the RFI Summary Fact Sheet, Respondent shall mail the approved RFI Summary Fact Sheet to all individuals on the Facility mailing list established pursuant to California Code Regulations, title 22, section 66271.9(c)(1)(D), within 15 calendar days of receipt of written approval.

6.8. Concurrent with the submission of a RFI Workplan, Respondent shall submit to DTSC for approval a Community Profile in accordance with Attachment 3. Based on the information provided in the Community Profile and any Supplement to the Community Profile, if DTSC determines that there is a high level of community concern about the Facility, Respondent shall prepare a Public Participation Plan or revise the Public Participation Plan that was previously submitted to DTSC by Respondent.

RISK ASSESSMENT

7. Based on the information available to DTSC, Respondent may be required to conduct a Risk Assessment to evaluate potential human health risk and ecological risk and to establish site-specific action levels and cleanup standards. If DTSC determines that a Risk Assessment is required, Respondent shall submit to DTSC for approval a Risk Assessment Workplan within 60 days of receipt of DTSC's determination. If a Risk Assessment is required, Respondent shall submit to DTSC for approval a Risk Assessment Report in accordance with DTSC-approved Risk Assessment Workplan schedule.

CORRECTIVE MEASURES STUDY (CMS)

8.1. If necessary, Respondent shall prepare a Corrective Measures Study for any affected environmental medium where contaminant concentrations exceed human health-based or ecologically-based action levels established by the DTSC-approved Risk Assessment Report if one is required under

this Consent Agreement, or where DTSC otherwise determines that the contaminant releases pose a potential threat to human health or the environment through an environmental medium such as soil, pore-gas, indoor air or groundwater.

8.2. If CMS is required, within 45 days of DTSC's approval of the RFI Report, or within 45 days of DTSC's approval of the Risk Assessment Report if one is required under this Consent Agreement, Respondent shall submit a CMS Workplan to DTSC. The CMS Workplan, if required, is subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 4.

8.3. The CMS Workplan, if required, shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the Facility. The CMS Workplan shall identify the potential corrective measures, including any innovative technologies, that may be used for the containment, treatment, remediation, and/or disposal of contamination.

8.4. In the event that CMS is required, Respondent shall prepare treatability studies for all potential corrective measures that involve treatment except where Respondent can demonstrate to DTSC's satisfaction that they are not needed. The CMS Workplan shall include, at a minimum, a summary of the proposed treatability study including a conceptual design, a schedule for submitting a treatability study workplan, or Respondent's justification for not proposing a treatability study.

8.5. If CMS is required, Respondent shall submit a CMS Report to DTSC for approval in accordance with DTSC-approved CMS Workplan schedule. The CMS Report shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 4. DTSC will review the CMS Report and notify Respondent in writing of DTSC's approval, approval with conditions or disapproval.

REMEDY SELECTION AND CORRECTIVE MEASURES IMPLEMENTATION

9. If necessary, DTSC and Respondent will negotiate another consent agreement or amend this Consent Agreement to address the work for Remedy Selection and Corrective Measures Implementation and any other additional work. If another consent agreement or an amendment is not reached within 60 days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's costs incurred in negotiating the subsequent consent agreement or the amendment are considered costs incurred pursuant to this Consent

Agreement and are payable under this Consent Agreement.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

10. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the Initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondent.

DTSC APPROVAL

11.1. Respondent shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments that are consistent with this Consent Agreement. Respondent shall submit to DTSC any revised documents not less than 30 days from the date it receives DTSC's written comments. Revised submittals are subject to DTSC's approval or disapproval.

11.2. Upon receipt of DTSC's written approval, and upon completion of all required CEQA activities and public participation activities, Respondent shall commence work within 30 days and implement any approved workplan in accordance with the schedule and provisions contained therein.

11.3. Any DTSC-approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

11.4. Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

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SUBMITTALS

12.1. Beginning with the completion of the first phase of the RFI, or every quarter, whichever comes first, Respondent shall prepare and submit a letter report summarizing the activities conducted during the given phase or

quarter and report all findings. Each such letter report shall be due no later than 10 days from completion of each phase of the required activities and receipt of validated data, or no later than 10 days from the end of each quarter, whichever comes first. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

12.2. Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

12.3. The certification required by paragraph 12.2 above, shall be in the following form:

I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those portions of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared at my direction in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Signature: _____

Name: _____

Title: _____

Date: _____

12.4. Respondent shall provide two hard copies of all documents, including but not limited to, workplans, reports, and correspondence, and in electronic pdf format. Submittals specifically exempted from this hard copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

12.5. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

PROPOSED CONTRACTOR/CONSULTANT

13. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in

California, with expertise in hazardous waste site cleanup. Respondent's contractor(s) or consultant(s) shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Consent Agreement, Respondent shall notify DTSC Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement.

ADDITIONAL WORK

14. DTSC may determine or Respondent may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables associated with the RFI, or CMS or IM if necessary. DTSC shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within 14 days after the receipt of such determination, Respondent may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Respondent shall submit to DTSC a workplan for the additional work. Such workplan shall be submitted to DTSC within 30 days of receipt of DTSC's determination or according to an alternate schedule agreed to by the parties to this Consent Agreement. Upon approval of a workplan, Respondent shall implement it in accordance with the provisions and schedule contained therein. The need for, and disputes concerning, additional work are subject to the dispute resolution procedures specified in this Consent Agreement.

QUALITY ASSURANCE

15.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and U.S. EPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.

15.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

SAMPLING AND DATA/DOCUMENT AVAILABILITY

16.1. Respondent shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Consent Agreement.

16.2. Respondent shall notify DTSC in writing at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it is necessary to commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

16.3. At the request of DTSC, Respondent shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Agreement. Similarly, at the request of Respondent, DTSC shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

ACCESS

17. Respondent no longer owns, operates or has any control over the Facility or other property subject to this Consent Agreement. Respondent agrees to use its best efforts to provide DTSC and its representatives access at all reasonable times to the Facility and any off-site property to which access is required for implementation of this Consent Agreement. In the event that the current owner denies or limits access to the Facility, DTSC will use its statutory authority to assist Respondent in obtaining access after Respondent demonstrates that it has used its best efforts to obtain access. In the event that access to the Facility is denied and after Respondent demonstrates that it has used its best efforts to obtain access, all of Respondent's obligations under this Consent Agreement that are affected by lack of access shall be stayed or otherwise suspended until such time as access to the Facility is provided. Respondent also agrees to permit DTSC and its representatives to inspect and copy all non-privileged records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

RECORD PRESERVATION

18.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six years after its termination, all data, records, and documents now in its possession or control or that come into its possession or control that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility.

18.2. The records that are subject to paragraph 18.1 may be maintained on any electronic or film media as long as Respondent can demonstrate to DTSC that the manner of preservation and retention does not compromise the evidentiary value or the admissibility of the records in any judicial proceeding. Respondent agrees to provide DTSC with copies of such records promptly upon request. Nothing in this paragraph shall constitute a waiver by Respondent of any privilege, including but not limited to the right to withhold from producing or otherwise disseminating any and all privileged information. Respondent hereby expressly reserves its rights with respect to all privileges available to it under the law.

18.3. Respondent shall notify DTSC in writing 90 days prior to the destruction of any records that are subject to paragraph 18.1, and shall provide DTSC with the opportunity to take possession of any such non-privileged records. Written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to:

Chief
Southern California Permitting Branch
Hazardous Waste Management Program
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201

18.4. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent with a copy of all documents produced pursuant to this Consent Agreement.

DISPUTE RESOLUTION

19.1. The parties agree to use their best efforts to resolve all disputes informally. The parties further agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under

this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.

19.2. If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC's Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

19.3. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection must be forwarded to Chief, Southern California Permitting Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within 14 days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

19.4. DTSC and Respondent shall have 14 days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.

19.5. After the formal discussion period, DTSC will provide Respondent with its written decision on the dispute. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by the Branch Chief or his/her designee.

19.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work required under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

RESERVATION OF RIGHTS

20.1. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. Respondent reserves all of its statutory and regulatory rights, defenses and remedies, as they may arise under this Consent Agreement. This Consent Agreement shall not be construed as a covenant

not to sue, release, waiver, or limitation on any powers, authorities, rights, or remedies, civil or criminal, that DTSC or Respondent may have under any laws, regulations or common law.

20.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks as may arise under this Consent Agreement.

20.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.

20.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate any such release or threat and/or to undertake any action which DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

20.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. This Consent Agreement is not a substitute for, and does not preclude DTSC from requiring, any hazardous waste facility permit, post closure permit, closure plan or post closure plan. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

OTHER CLAIMS

21. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or Respondent from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

22. Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board.

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OTHER APPLICABLE LAWS

23. All actions required by this Consent Agreement shall be conducted in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

24.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

24.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$133,612.00. It is understood by the parties that this amount is only a cost estimate for the activities shown on Exhibit A and it may differ from the actual costs incurred by DTSC in overseeing these activities or in implementing this Consent Agreement. DTSC will provide additional cost estimates to Respondent as the work progresses under the Consent Agreement.

24.3. Respondent shall make an advance payment to DTSC in the amount of \$25,000.00 within 30 days of the effective date of this Consent Agreement. DTSC will apply its oversight costs against the advance payment. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within 120

days after the execution of the Acknowledgment of Satisfaction pursuant to Section 26 of this Consent Agreement.

24.4. DTSC will provide Respondent with a billing statement at least quarterly, which will include the name(s) of the employee(s), identification of the activities, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within 60 days of the date of the billing statement, the amount is subject to interest as provided by Health and Safety Code section 25360.1.

24.5. DTSC will retain all costs records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents that support the DTSC's cost determination available for inspection upon request, as provided by the Public Records Act.

24.6. Any dispute concerning DTSC's costs incurred pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement and the dispute resolution procedures as established pursuant to Health and Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.

24.7. All payments shall be made within 30 days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

Accounting Unit
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

All checks shall reference the name of the Facility, the Respondent's name and address, and the docket number of this Consent Agreement. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

MODIFICATION

25.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modification shall be in writing, shall be signed by both parties, shall have as its effective date the date on which it is signed by all the parties, and shall be deemed incorporated into this Consent Agreement.

25.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests,

but if it does so, such approval will be in writing and signed by the Chief, Southern California Permitting Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, or his or her designee. Any approved workplan revision shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

26. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed according to the terms set forth in paragraph 18 of this Consent Agreement.

EFFECTIVE DATE

27. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

SIGNATORIES

28. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: 9/25/03

BY: //original signed by
Curt M. Richards//
Representing Respondent
Curt M. Richards
VP- EH&S
Name and title of
Respondent's Representative

DATE: 10/1/03

BY: //original signed by//
Jose Kou, Chief
Southern California
Permitting Branch
Hazardous Waste Management Program
Department of Toxic Substances
Control

Disclaimer for Web Postings of Corrective Action Orders' Attachments

This corrective action order posted on the DTSC website does not include all attachments from the original document. If you need copies of a specific document, please contact the DTSC project manager listed on the document.